



United States  
Department of  
Agriculture

Agricultural  
Research  
Service

Office of the  
Administrator

Washington, D.C.  
20250

**CONFIDENTIALITY AGREEMENT FOR DISCLOSURE**  
**BY ARS OF INFORMATION TO A COMPANY**

It is necessary for the U.S. Department of Agriculture, Agricultural Research Service (USDA-ARS), to share certain "confidential" information with the Company for it must be determined if there is sufficient mutual interest to proceed with the development of a Cooperative Research and Development Agreement.

Confidential Information to be Disclosed:

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The Company will not disclose the "confidential" information to anyone else nor use it for any purpose other than determining if sufficient mutual interest exist to proceed with the development of a Cooperative Research and Development Agreement.

This Confidentiality Agreement shall be considered null and void if the Company can demonstrate that: (1) the Company had possession of the information prior to the disclosure; (2) said information is generally available to the public in generally available publications at time of disclosure; (3) said information becomes generally available to the public through no fault of the Company after the disclosure; or (4) after the disclosure, the Company receives the information from a third party having the right to such information and who does not impose a confidentiality obligation upon the Company.

This Confidentiality Agreement shall be in effect two (2) years, unless superseded by the confidentiality terms found in a resulting Cooperative Research and Development Agreement.

**FOR THE USDA-ARS:**

USDA, ARS, Area  
Research Unit  
(Address)  
(City, State, Zip Code)

Scientist:

Title:

(Signature)

Date:

**FOR THE COMPANY:**

(Company Name)  
(Address)  
(City, State, Zip Code)

Typed Name:

Title:

(Signature)

Date: